

SALE DEED

[For Shop/Flat No. _____]

This Sale Deed (this "**Deed**") is made at Ahmedabad on this _____ day of _____, 2020

BY AND BETWEEN

SHIVALIK ENCLAVE LLP

a Limited Liability Partnership Firm, registered under the provisions of the Limited Liability Partnership Act, 2008 with its LLP Identification Number AAM-9173 on 04/07/2018 and having its Office at: Shivalik House, Beside Satellite Police Station, Ramdevnagar Cross Roads, Satellite, Ahmedabad 380015 (PAN NO: ADSFS0239G) represented by its authorized signatory Mr. _____, authorized vide board resolution dated _____ having his Aadhaar No: _____ (hereinafter referred to as the "**Promoter**" "**Vendor**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-titles and permitted assigns)

AND

(1) Mr.

(2) Mrs.

Both Hindu, Adults, both Residing at: _____ (hereinafter referred to as the "**Allottee**" "**Purchaser**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee and their respective heirs, legal representatives, administrators, executors and successor)

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

- A. The Owner / Promoter is the absolute owner-occupier of the immoveable property i.e. Multi Purpose Commercial use Non Agricultural land bearing City Survey No: City Survey No: 9856, admeasuring 4201.23 sq. mtrs. (Final Plot No: 234/paiki, T. P. Scheme No: 14) of Village: Dariapur Kazipur, Taluka: Asarva in the Registration Distict of Ahmedabad and Sub-District of Ahmedabad-6 (Naroda) (Hereinafter referred to as **"the Said Land"**). The Said land was acquired by the Owner / Promoter through a Deed of Conveyance dated 24/07/2019 executed by Dinesh Kantilal Cheritable Trust (the "Land Owner") and the Promoter and registered with the Sub-Registrar, Ahmedabad-6 (Naroda) on 24/07/2019 under Serial No. 14416.

AND WHEREAS:

- B. In pursuance of the aforesaid Registered Sale Deed, the Owner / Promoter is seized and possessed of the said Land with entitlement to construct buildings thereon;
- C. The Owner / Promoter has earmarked the Said Land for the purpose of building a Commercial cum Residential Project consisting Shops on Ground Floor, First Floor and Second Floor and Residential Flats from 3rd Floor to 12th Floor with double Basements in the name of **"SHIVALIK ENCLAVE"**. The said Commercial cum Residential Project is hereinafter referred to as **"the Project"**;
- D. The Hon'ble District Collector, Ahmedabad has given the Multi Purpose N.A. Permission to said land of City Survey No: 9856, admeasuring 4201.23 sq. mtrs. on 07/02/2020

- E. The Ahmedabad Municipal Corporation has granted Commencement Letter/Certificate to develop the Project vide Raja Chitthi No: 03290/300120/A3279/RO/M1 dated 12/06/2020 .
- F. The Owner / Promoter has obtained sanction/approval of the final plans for the Project from Ahmedabad Municipal Corporation and accordingly the Owner / Promoter has constructed a commercial cum residential project named "Shivalik Enclave" and development of the Project. Building Use Permission to the said Shivalik Enclave project has been issued by Ahmdabad Municipal Corporation on _____.
- G. The Owner / Promoter has registered the project under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as "the Act", with the Real Estate Regulatory Authority at Gandhinagar. Project Registration number is _____ dated _____.
- H. By virtue of absolute ownership and possession of the Project, the Owner / Promoter has the sole and exclusive right to sell the Commercial cum Residential Units of the Project constructed upon the Said Land and to enter into agreement(s) with the allottee(s) of the Units and to receive the sale consideration in respect thereof;
- I. The Allottee has applied to the Owner / Promoter for purchase of **Commercial/Residential Unit No.** _____situated on the_____ **Floor** in the Project namely "**SHIVALIK ENCLAVE**" (hereinafter referred to as "**the Unit**") more particularly described in **Schedule** along with undivided proportionate share in the common area in proportion of carpet area of the unit to the total carpet area of the project. Pursuant to the aforesaid the Owner / Promoter and the Allottee entered into

Agreement to Sale duly registered in the office of Sub Registrar of Ahmedabad-6 (Naroda) vide Sr. No.____, dated_____.

J. Upon approach of the Allottee/s, the Owner / Promoter agreed to sell "the Unit" to the Allottee/s at or for the total sum or consideration of **Rs._____/ - (Rupees _____ Only)** (hereinafter called "the **Total Price**") and upon terms - conditions which was agreed by the Allottee/s.

K. "The **Total Price**" for the Unit includes the price of the Unit and proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Owner / Promoter towards "the Unit";
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Owner / Promoter by way of GST w.e.f. 1st July, 2017 and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Owner/ Promoter) up to the date of handing over the possession of "the Unit";
- (iii) The Total Price above excludes Stamp Duty, Registration Charges, Advocate Fees and all other government levies taxes & duties will be paid & borne by the Allottee and not included in the Total Price;
- (iv) The Total Price above excludes maintenance deposit, Extra Work Cost (if any) to be borne by the Allottee and not included in the Total Price.

- (v) The Total Price of Unit includes pro rata share in the Common Areas as provided in the deed.
 - (vi) The total consideration mentioned in this deed is after giving credit as per section 171 of CGST Act and SGST Act and it is understood that no further credit is required to be transferred to the allottee by the Promoter.
- L. The RERA carpet area of "the Unit" is _____ **square meters** i.e. _____ **square feet** and "carpet area" means the net usable floor area of "the Unit", excluding the area covered by the external walls, areas under service shafts but includes the area covered by the internal partition walls of "the Unit".
- M. At the request of the Allottee, the Owner / Promoter has given inspection to the Allottee of all documents of title relating to the Said Land and the plans, designs and specifications prepared by the Owner / Promoter's Architects and of such other documents as are specified under the Act and Rules and Regulations made thereunder and the Allottee is satisfied with the same;
- N. The copies of Certificate of Title issued by Attorney at Law or Advocate of the Owner / Promoter, Property Card, Extract of Village Forms VI, VII and XII and other relevant revenue records showing the nature of the title of the Owners to the Said Land on which the Project is being constructed have also been inspected and the Allottee is satisfied in respect of the same;
- O. The authenticated copies of lay-out plans sanctioned/ approved by the local authority, municipal corporation and/or Government have also been inspected by the Allottee.

- P. That as agreed, the Allottee has paid "the **Total Price**" for the purchase of the said property to the Owner / Promoter as under:

Rs._____.00	Rupees _____ only paid by the Allottee to the Owner / Promoter by Cheque No._____, dtd.____.____.20__ drawn on _____ Bank, _____ Br.
Rs._____.00	Rupees _____ only paid by the Allottee to the Owner / Promoter by Cheque No._____, dtd.____.____.20__ drawn on _____ Bank, _____ Br.
Rs._____.00	(Rupees _____ Only).

Owner / Promoter confirms the receipt of "The Total Price" subject to realization of cheques.

- Q. The Allottee has now requested the Owner / Promoter to execute a Sale Deed for the said property in favour of the Allottee herein. AND the Owner / Promoter at the request of Allottee have now agreed to execute a Sale Deed in favour of the Allottee in respect of the said property, which is more particularly described in **Schedule-A**.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1. In pursuance of the aforesaid Agreement for sale, and for a full and final consideration of the sum of **Rs._____/ - (Rupees _____ Only)** paid on or before the execution of these presents by the Allottee to the Owner / Promoter (the payment and

receipt whereof the Owner / Promoter hereby admits and acknowledges thereof from the same and every part thereof forever acquit, release and discharge the Allottee), the Owner / Promoter doth hereby grant, sell, assign, release, convey and transfer unto the Allottee forever the said property, togetherwith all fittings, fixtures, electric supply, electric service, Water supply, drainage and all other essential services and also with paths, passages, water sources, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, member and appurtenances and togetherwith the rights of using the common facilities of the Project and togetherwith all those proportionate and undivided rights in or upon the common amenities in the Project **"SHIVALIK ENCLAVE"** belonging to or in anyway appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed by the Owner / Promoter or reputed nor known as part and parcel or members thereof to be appurtenant thereto ALSO togetherwith all the deeds, documents, writings, vouchers and other rights, title relating to said property or any part thereof AND ALL the estate, right, title, interest, use, inheritance, property, benefit, claim and demand whatsoever, both at law and equity of the Owner / Promoter into or upon the said property or any part thereof TO HAVE AND TO HOLD the said property and the said property or any part thereof hereto granted, sold, conveyed, released and assured or intended so to be with its and every of its rights, titles and appurtenances UNTO and to the use and benefit of the Allottee, for ever subject to the payment of rents, taxes, assessments, rates, and duties in relation to the period from the date of the execution hereof and which may hereafter be assessed or chargeable upon the same or which may from the date of these presents become payable in respect thereof for the Project **"SHIVALIK ENCLAVE"** or to the State of Gujarat or Ahmedabad Municipal Corporation, or any other local body or bodies.

2. AND the Owner / Promoter doth hereby for themselves and their office bearers, Legal heirs, Administrators, Executors, Successors & Assigns covenant with the Allottee that notwithstanding any act, deed, matter, or thing whatsoever by THE Owner / Promoter or any of them or any person or persons lawfully or equitably claiming by from through under or in trust from them made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Owner / Promoter now have for themselves, good right, full power and absolute authority to grant, sell, convey, release and assure the said property hereby granted, released or assured or intended so to be UNTO and to the use of the Allottee in the manner aforesaid. AND the Allottee shall and may at all times hereafter peacefully and quietly enter upon or occupy, possess and enjoy the said property, privileges and benefits of the "said property" and receive the rents, issues, profits and benefits thereof and of every part thereof to and for their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Owner / Promoter or any person or persons lawfully or equitably claiming or to claim by from under or in trust for it or any of them AND that free and clear and freely and clearly and absolutely acquitted exonerated released and for ever discharged, or otherwise by the Owner / Promoter well and sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estates, titles, charges, encumbrances, whatsoever either already or hereafter made executed, occasioned or suffered by the Owner / Promoter or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them and or any of them. AND FURTHER that the Owner / Promoter and all persons having lawfully or equitably claiming any estate right title or interest at law or in equity whatsoever in the said property hereby granted conveyed transferred and assured or any part thereof by from under or in trust for the Owner / Promoter, their heirs, executors, successors and assigns or any of them shall and will from time

to time and at all times hereafter at the request and cost of the Allottee do and execute or cause to be done and executed all such further and other acts, deeds, things, evidences, conveyance and assurances in law whatsoever for the better and more perfectly and absolutely assuring the said property and every part thereof UNTO and to the use of the Allottee in the manner aforesaid as shall or maybe reasonably required by the Allottee, his/her/their/its successors in titles or assignee or his/her/their/its counsel in law for assuring the said property and every part thereof hereby granted conveyed transferred and assured unto and to the use of the Allottee in the manner aforesaid.

THIS DEED FURTHER WITNESSETH AS UNDER:

1. As the Building Use Permission is issued by the Ahmedabad Municipal Corporation, the Owner / Promoter have handed-over the physical possession of the said property to the Allottee.
2. That the Owner / Promoter with the help of Allottee(s) has incorporated _____ Co-Op. Housing Service Society Limited (registered under The Co-Operative Societies Act, 1961 vide Sr. No. _____, dtd. _____) for the purpose of maintenance and upkeep of the Project including common parts and elements and the Allottee shall co-operate fully with the Owner / Promoter and shall sign all documents and necessary papers for the purpose. The Allottee shall subscribe and contribute towards costs and expenses incurred for formation of Maintenance Society on Pro-rata basis of the sizes of their individual Units. And the Allottee shall co-operate fully with the Owner/ Promoter and shall sign all documents and necessary papers for the purpose.
- 2.1 The Owner/Promoter hereby agrees to maintain common area, common amenities, parts and elements of the project up to Two years

from the date of Building Use Permission without imposing/raising any additional cost, charge or expenses for the same from the Allottee and/or the Maintenance Society and the Allottees shall co-operate fully with the Owner / Promoter and shall sign all documents and necessary papers for the same.

- 2.2 The Promoter, either itself or by appointing any facility management agency, will operate and maintain the Maintenance of the Project for a period of Two years from the date of Building Use Permission without imposing/ raising any additional cost, charges or expenses for the same from the Allottee and/ or the Maintenance Society. However, on completion of the initial period of Two years, the period of operation and management of the Project may be extended on mutual terms and conditions agreed between the Maintenance Society and the Owner / Promoter or its agency.
- 2.3 After completion of Two years from the date of Building Use Permission the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the Unit) of all outgoings in respect of the Project, namely, local taxes, betterment charges or such other levies as may be levied by the concerned Authority, including but not limited to water charges, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project.
- 2.4 All maintenance related amounts are compulsorily payable by the Allottee in the future upon demand being raised by the Maintenance Society, regardless of whether the Allottee uses some of the facilities or not. Any delay or default in payment of the amounts under this clause shall constitute a breach of the terms of this deed and shall lead to suspension of access to the facilities provided by the Promoter/ Maintenance Society till such time all due amounts are paid together with Interest for the period of delay in payment.

- 2.5 The property tax, all expenses and bills in respect of the Unit shall be borne and paid by the Allottee from the date of Possession or registered sale deed in favour of Allottee whichever is earlier.
3. And the Allottee agrees to become a member of the society and observe the rules, framed from time to time by the Owner / Promoter/Maintenance Society for quiet and peaceful enjoyment of the said Units/Project, whereby the Project remain a decent Project.
4. Whenever the administration of Maintenance Society is been handed over to the members from that time it will be owned and controlled by the Co-Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest and not number of members. It shall have such constitution as reasonably provided by the Owner / Promoter at the initial stage and such constitution may provide for alteration of its constitution, arbitration of disputes between Co-Owners and regarding common user and certain important decisions to be taken by more than three-fourths of the Co-Owners.
5. No individual / independent Allottee or group of Allottees will form any other Ad-Hoc-Committee, Holding Organization or Maintenance Society / Company, other than the one formed by the Owner / Promoter nor will the Owner / Promoter be obliged to recognize one, if at all formed, despite this restriction, unless the same has the 100% collective mandate of all the Allottees.
6. That the Allottee from the date of execution of this Sale Deed shall pay all the outstanding and out going towards the Government and Semi-Government Taxes, Local Authority Taxes including Municipal Property Taxes, Electricity Bill of Torrent Power Ltd., AMC Drainage Charges, Water

Tax, Adani Gas Usage Charges etc. and all other amounts payable in connection of the said property.

7. The Allottee shall at his/her/their/its own costs, charges and expenses mutate the said property in his/her/their/its name as absolute owner and occupier in all the government & semi-government records as well as in the records of Local Authority & Torrent Power Ltd., and the Owner / Promoter indemnifies that whenever for the same if their sign, affidavit, bond, declaration or any other document is required it will fully co-operate from time to time.
8. The Allottee agrees that all the rules, regulations and by-laws of the Maintenance Society formed by the Owner / Promoter for the purpose of maintenance and upkeep of the Project, shall be applicable and binding to him / her / them and he / she / they will perform his / her / their part of obligations and will also become member of said Maintenance Society.
9. The Allottee shall have no right in and shall not use the common areas either for parking of cars or other motor vehicles or two wheelers or otherwise and all the other common areas not required by the Allottee for ingress to and egress from the said property as otherwise expressly conveyed, allocated and agreed or expressed so as to belong to the Allottee.
10. Only the Allottee shall be responsible for the repayment of loan, if any taken by the Allottee from any financial institution for financing the purchase of the said property. The Owner / Promoter shall not have any liability or responsibility in this regard.
- 11.1 The Allottee shall have the right to the Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Unit;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
 - (iii) That the computation of the price of the Unit includes recovery of price of land, construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
11. That the Allottee will not conduct any illegal activities or malpractice barred by any provision or law of India in the "said property" and if found guilty for the same the Allottee solely will be held responsible for the said offences.
12. To allow the Owner / Promoter or its representative and/or the representatives of maintenance company/society with/without workmen, to enter into the said property for the purpose of maintenance and repairs with prior notice.
13. Allottee shall be proportionately liable and accept the payments made by the Maintenance Society on account of the common expenses and

other outgoing expenses with effect from the date of completion of Two Years from the date of Building Use Permission of the Project.

14. In order to ensure timely payments of the proportionate rates and taxes applicable to individual Units as calculated by the Maintenance Society / Promoter, the Allottee shall deposit reasonable amounts on a pro-rata basis with the Owner / Promoter and / or Maintenance Society as the case may be towards such liability.
15. The Allottee shall be liable and responsible for direct payment of electricity, gas, water etc. and other utilities consumed in or relating to the said property wholly and proportionately in relation to common parts & facility which shall be paid by the Maintenance Society.
17. (a) The Owner / Promoter reserves the right to administrate the Parking Discipline and Parking Facility of the entire Project as the Owner / Promoter may deem fit at its sole discretion and none of the Unit Holder of the said Project or their transferees / assignees etc. will be entitled to raise any objection against such administration.

(b) That the Allottee hereby undertakes to sign all necessary undertakings, affidavits, bonds, declarations, confirmations required in the same concern as well as regarding any of the covenants agreed under this deed. And all the terms and condition as well as all the bindings/undertakings of such documents signed by the Allottee shall be binding upon the transferees/assignees/ successors/tenants and future owners and occupiers and users of the said Property.
18. All deposits, payments for common purposes, taxes, mutation fees and all other outgoings shall be made to and kept with the Maintenance Society.

19. The Owner / Promoter / Maintenance society from time to time may change, alter, add to or modify the Rules of the Maintenance Society and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Units by their respective Owners or for the mutual benefit of the Co-Owners.
20. The Allottee shall be proportionately liable and accept the payments made by the Maintenance Society or Maintenance Agency on account of the common expenses and other outgoing expenses after completion of two years from the date Building Use Permission of Project including the rates and taxes for and/or in respect of the said Project and further more to be wholly liable and responsible for payment of the Municipal rates and taxes for the said Unit from the date of completion or date of possession, whichever is earlier, and pay the same to the Maintenance Society or Maintenance agency as the case may be on proportionate basis on demand, till such time the Mutation of individual Units are completed and individual Allottee is assessed separately.
21. **Use of Basement and Service Areas:**
 - (i) The basement(s) and service areas, if any, as located within **"SHIVALIK ENCLAVE"** shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.
 - (ii) Notwithstanding anything contained in this deed, for the convenience of the allocation of the parking (one of the part of the common area) to the allottee and for further convenience of the

Allottee and Maintenance Society, the right to allocate parking space will always be at the sole discretion of the Promoter. Thus, the Promoter hereby permits the Allottee to use _____ number of Parking Space within the Project. The allocation of these spaces shall be at the sole discretion of the Promoter and the Allottee hereby agrees to the same. The Allottee is aware that the Promoter has in the like manner allocated / shall be allocating other Parking Spaces to other Allottee(s) /purchasers of the unit(s) in the Project and undertakes not to raise any objection in that regard and any rights of the Allottee to raise any such objection is hereby waived by the Allottee. The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Maintenance Society, cause such Maintenance Society to confirm and ratify and shall not permit the Maintenance Society to alter or change the allocation of Parking Spaces in the manner allocated by the Promoter to the various purchasers (including the Allottee herein) of the unit (s) in the Project.

- (iii) The allocation of Parking space will be done based on the selection of the allottee at the time of execution of sale deed. To clarify, the members who are executing sale deed early shall be given a priority of allocation and selection of Parking space.
- (iv) If the allottee does not opt for allocation of any Parking space, then it shall be deemed that the allottee has waived his/her/it right of allocation in the Parking space permanently. However, the allottee shall be entitled to use the unallocated Parking space.
- (v) The Allottee hereto agrees and acknowledges that at the time of handover the maintenance and management to the Maintenance Society, the Promoter shall earmark certain Parking Spaces for use by such unsold units and the Allottee hereby agrees and shall cause the

Maintenance Society to ensure that these Parking Spaces are kept available for use by the purchasers / occupants of the unsold units.

It is made clear by the Owner / Promoter and the Allottee agrees that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

22. The Owner / Promoter hereby declares that the Floor Space Index of 11,342.08 Square meters has been utilized by him on the project land in the said project and Allottee has agreed to purchase the said Unit based on the construction and sale of unit to be carried out by the Promoter by utilizing the declared FSI. The Promoter shall not have any claim on additional F.S.I and Terrace rights after Building Use Permission has been obtained, Such rights if any will be owned by the Association of Allottees / Service Society.
23. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Owner / Promoter as follows :-
 - (i) To maintain "the Unit" at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of "the Unit" is taken and shall not do or suffer to be done anything in or to the building in which "the Unit" is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which "the Unit" is

situated and "the Unit" itself or any part thereof without the consent of the local authorities, if required.

- (ii) Not to store in "the Unit" any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which "the Unit" is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which "the Unit" is situated, including entrances of the building in which "the Unit" is situated and in case any damage is caused to the building in which "the Unit" is situated or "the Unit" on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Unit and maintain "the Unit" in the same condition, state and order in which it was delivered by the Owner/ Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which "the Unit" is situated or "the Unit" which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished "the Unit" or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to "the Unit" or any part thereof, nor any alteration in the elevation and outside colour scheme of the

building in which "the Unit" is situated and shall keep the portion, sewers, drains and pipes in "the Unit" and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which "the Unit" is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in "the Unit" without the prior written permission of the Owner / Promoter and/or the Society or the Limited Company.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which "the Unit" is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which "the Unit" is situated except in the garbage bin provided for.
- (vii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of "the Unit" by the Allottee for any purposes other than for purpose for which it is sold.
- (viii) The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said

building and the Commercial/Residential Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of "the Unit" in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Deed.

- (ix) The Allottee shall permit the Owner / Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (x) Not to close or permit the closing of lounges or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls or any external walls, or both the faces of outside doors and windows, including grill of the said unit which in the opinion of the Owner / Promoter differs from the design and colour scheme of the Building or may affect the elevation in respect of the exterior walls of the Building. In case the Allottee shall require to put grills on the exterior part of his/her/its unit, the design of the same shall be approved by Owner / Promoter in advance but in no event the Allottee shall install any box type grills.
- (xi) Not to subdivide the said unit or any portion thereof.
- (xii) Not to do any act deed or thing to obstruct the construction and completion of the said Unit or Building in any manner whatsoever

and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said unit.

- (xiii) Not to discharge into any conducting medial any oil or grease or discharge solid or semi-solid waste into the waste and soil discharge lines or discharge any harmful effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conduiting medial or drainage of the said Project.
- (xiv) Not to cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damages to any flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or of any open spaces, passages or amenities available for common use.
- (xv) To be liable and responsible for direct payment of electricity and other utilities consumed in or relating to the said unit wholly and proportionately in relation to common parts which shall be paid by the Maintenance Society.
- (xvi) Not to make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said Unit except with the prior approval in writing of the Owner / Promoter and with the sanction of Ahmedabad Municipal Corporation and/or concerned authority.

- (xvii) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.
- (xviii) Not to install any air conditioners and/or exhaust fans, save and except at such places as are provided for the same or at such places as may be designated by the Owner / Promoter/Maintenance Society.
- (xix) Not to use the said property or permit the same to be used for any purpose other than commercial/residential use and for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or to the owners and occupiers of the neighboring units/Said Land or for any illegal or immoral purposes. Not to use the said property or any part thereof for any dangerous noxious or offensive trade or business or for any other purpose without the prior written consent of the Developer.
- (xx) Not to keep in the parking space, if allocated, anything other than private motor car or motorcycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall keep it always open as before and not to use the parking space for dwelling or staying by any person or blocking by putting any article shall not be allowed in the parking space.
- (xxi) Not to park car scooter or any vehicle on the pathway or open spaces of the Building or at any other place except the space allocated for car / scooter or any other motor vehicle parking.

- (xxii) Not to keep or store in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable, radio active or explosive or which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise save as may be normal and compatible with good class Building.
- (xxiii) To abide by such rules and regulation as may be made applicable by the Owner / Promoter before the formation of the Maintenance Society / Service Society and/or adhere to the Maintenance Society / Service Society after it is incorporated to comply with and/or adhere to the buildings and regulations of such Maintenance Society / Service Society.
- (xxiv) Not to change or cause to change the name of the Project **"SHIVALIK ENCLAVE"** under any circumstances.
- (xxv) Not to grant lease / leave & license / concession / right of any other nature or type for installing of Bill Board/ Microwave Antenna, Communication Tower over the roof of lift machine room / overhead water tank, stair cabin and if any such activity is found by the Owner/ Promoter/Maintenance Society then the Owner/ Promoter/Maintenance Society shall be entitled to remove every article from the common terrace without giving any opportunity and in such case neither the member nor the transferee / assignee / allottee shall be entitled to claim any damages / compensation for any damages may occurred during removal of all the articles from the common terrace.
- (xxvi) The allottee understands and give consent to make any payment relating to stamp duty or registration charges or any

other charges to convey common area to association of the society/allottee to comply with provisions of RERA Act, 2016.

24. If the Owner/Promoter acquire neighboring or adjoining properties he may extend the common services and facilities provided herein, including ingress and egress through this Building to such acquired neighboring or adjoining /adjacent properties including ingress and egress through such adjoining /adjacent properties/premises.

25. **Responsibility of the Lifts :**

(i) That the Owner / Promoter shall provide appropriate lifts of reputed manufacturers in the building of the Project as per the approved plan.

(ii) And the Owner / Promoter on behalf of the Maintenance Society, shall maintain the said lifts for Two years from the date of B. U. Permission after which the maintenance of the said lifts shall be handed over to the Maintenance Society which is going to be managed by the members of the Project. The Owner / Promoter shall obtain appropriate licenses for usage of such lifts from the concerned authorities and keep the licenses renewed and maintained till completion of the aforesaid time period of 2 years. Upon expiry of such period, the members shall be liable to renew and maintain the said licenses. And after such hand-over of the Maintenance, the Owner / Promoter shall not be responsible for the Maintenance / up-keeping of the said lifts or licenses.

(iii) And as the Owner / Promoter shall provide lifts manufactured by the reputed company/ies, for occurrence of any of the accidents while using the said lifts, the Owner / Promoter shall not be held responsible for the same (neither during the initial period

as referred above nor after handing over of the maintenance to the maintenance society / members). And only the members/lift manufactured company as the case may be shall be responsible / liable to bear the consequences.

27. **Structural Safety :**

It is agreed that in case any structural defect ("Structural Defects" means any defect related to the load bearing structure of the Building. That shall not include non-load bearing elements or water proofing.) or any other defect in workmanship, quality or provision of services or any other obligations of the Owner/ Promoter relating to such development is brought to the notice of the Owner / Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Owner/ Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner/ Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

28. The Owner / Promoter hereby indemnifies to the Allottee that the right-titles of the said property are Clear, Marketable, Saleable and free from all encumbrances. There is no charge, interest or encumbrances, in upon, to or on the said property of any nature whatsoever or any person whomsoever including by way of sale, mortgage, gift, exchange, leave and license basis, care-taker basis, easement rights, trust, benami, partnership, or otherwise.

29. **SEVERABILITY** If any provision of this deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the deed shall be deemed amended or deleted in so far as reasonably

inconsistent with the purpose of this deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this deed shall remain valid and enforceable as applicable at the time of execution of this deed.

30. The Owner / Promoter has delivered the photo-copies / C.D. of all requisite deeds and papers regarding the title of the said property to the Allottee. And the Allottee has satisfied himself / herself / themselves / itself to the best of his / her / their / its satisfaction.
31. The said property does not fall under the disturbed area and hence, provisions of The Gujarat Prohibition of Transfer of Immoveable Property & Provision for Tenants from Eviction from Premises in Disturbed Areas Act, 1991, do not apply to the same.
32. All stamp duty, registration charges, Government Levies, Taxes & Duties, Advocate Fees and other incidental expenses and/or in relation to conveyance of the said Unit and for obtaining approval and consent necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto has been and shall be borne and paid by the Allottee.
33. **Dispute Resolution:-** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority at Gandhinagar as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
34. As there is no modification or Alteration in structure of the building is allowed in any way, the Purchaser hereby agree and undertake that:

- (a) No structural elements including PT slab, beams, columns, shear walls etc. shall be chiseled, core cut or punctured.
- (b) No drilling will be done in any of these elements mentioned above. (except of false ceiling or other suspending other services for which a drill depth of not more than 50 mm into the slab may be permitted)
- (c) No cutouts or any alteration shall be done in the slabs without the permission of the developer.
- (d) If any alterations required in the structure the same will be done only after consultation and permission of the developer.
- (e) The Maximum Live Load on the slabs have been considered as 400kg/m² as IS 875 for this Shivalik Enclave building. If heavier loading like battery rooms or large server rooms etc. are planned anywhere then the weight for the same must be quantified in advance to the developer and if the loading is heavier, further strengthening (localized) is to be arranged and provided. All the cost of the such further strengthening is to be bear and paid by the Purchaser Only.
- (f) No Soil filling or Garden Loads shall be kept within the units of the building.
- (g) The Purchaser hereby liable for any temper with any structural element by any of its agencies. The Purchaser or his any agencies has to take due care that inflammable items not be used as part of the interior decoration and due fire ratings of those elements be understood prior to installation.
- (h) The Purchaser hereby agree and undertake that the unit be used by him with due care as to no damage be done to waterproofing on different terrace levels.

SCHEDULE

(Description of the Unit)

ALL THAT Flat/Shop No: _____ on _____ Floor _____ having carpet area admeasuring _____ sq. mtrs., i.e. _____ sq. feet being _____sq. mtrs. i.e. _____sq. feet (Super Built-up) alongwith proportionate undivided usage right in the common amenities and facilities of the Scheme known as "Shivalik Enclave" along with _____ sq. mtrs. proportionate undivided share in the land of City Survey No: 9856

(Final Plot No: 234/paiki, Town Planning Scheme No: 14) of Village: Dariapur-Kajipur, Taluka: Asarva in the Registration District of Ahmedabad and Sub-District of Ahmedabad-6(Naroda) and the said Flat/Shop No: _____ is bounded as under, that is to say on or towards the:

EAST :

WEST :

NORTH :

SOUTH :

The said Unit is delineated by red colour boundary lines on the plan annexed hereto.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Sale Deed at Ahmedabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED and DELIVERED by the withinnamed
_____, authorised signatory of
Shivalik Enclave LLP.

in the present of:

1.

2.